

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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PET PROTEINS LLC (d/b/a ROAM),

Civil Action No.: 1:19-cv-3129

Plaintiff,

COMPLAINT

-against-

MANELI PETS PROPRIETY LIMITED,

Defendant.
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Pet Proteins LLC (d/b/a ROAM), by and through its attorneys,
Schoeman Updike Kaufman & Gerber LLP, as and for its complaint against Maneli
Pets Propriety Limited, alleges:

The Parties

1. Pet Proteins LLC (d/b/a ROAM) (“ROAM”) is a limited liability company organized and existing under the laws of the State of New York with a principal place of business in Marlboro, New Jersey.

2. Upon information and belief, Maneli Pets Propriety Limited (“Maneli”) is a corporation organized and existing under the laws of South Africa, with a principal place of business at 21 Imvubu Road, Lethabong, 1609, South Africa.

Jurisdiction and Venue

3. The Court has subject matter jurisdiction of this action, pursuant to 28 U.S.C. § 1332(a), because the parties are citizens of different states and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00.

4. Venue is proper in this District pursuant to 28 U.S.C. § 1391, because a substantial part of the events or omissions giving rise to the claims herein occurred, and a substantial part of the property that is the subject of this action is situated in this District.

Factual Allegations

5. ROAM is a wholesaler of pet products.

6. Beginning in or about October 24, 2016, through the prior mutual acquaintance of principals of both ROAM and what would become Maneli, ROAM began assisting Maneli in the establishment of a manufacturing facility in South Africa that could supply various types of pet products in bulk to ROAM.

7. In or about February, 2018, Maneli began to supply products to ROAM but were chronically late in delivering the products and chronically unable to supply the correct quantities.

8. Maneli had difficulty with many aspects of the business but particularly with shipping agreed-upon quantities at agreed-upon times and agreed-upon prices.

9. ROAM repeatedly assisted Maneli in addressing and weathering its problems, by adjusting its promises to its own customers and incurring costs and losses resulting from Maneli's failure to perform.

10. On January 7, 2019, the parties entered into a written agreement (the "2019 Agreement") governing the limited period of January-March 2019, pursuant to which Maneli was to ship specific quantities of product on a

specified schedule. A copy of the 2019 Agreement is attached as Exhibit A and is incorporated herein by reference.

11. Maneli continued to fail to perform under the terms of the Written Agreement by not shipping the agreed-upon quantities and not meeting the agreed-upon schedules.

FIRST CLAIM

12. ROAM incorporates the allegations set forth in paragraphs 1 through 11 hereof, as if fully set forth herein at length.

13. Just as Maneli had failed to timely perform its obligations prior to the 2019 Agreement, it failed to perform its obligations under the 2019 Agreement, including by not shipping products in the proper order, by failing to deliver products to ROAM or on ROAM's behalf on a timely basis, and by shipping incorrect amounts of products.

14. By way of example, the following shows the failure of Maneli to meet its contractual obligations to timely deliver products to ROAM both before and after the 2019 Agreement:

PO	PO SENT	ORIG ETD	Actual Delivery Date	NOTES
1024	27-Apr-18	MAY 3 CONT	July 9th	Invoice 5000073 -Pkg list shows 500072 and 500073
1028	13-Jun-18	JUNE 2 CONT	July 9th	CANCEL - units shipped on PO 1024
1029	13-Jun-18	JUNE 3 CONT	July 23rd	Inv 5000081
1030	13-Jun-18	JULY 1 CONT	Aug 17th	Inv 500090
1036	13-Jun-18	JULY 2 CONT	Sept 8th	Inv 5000102
1040	13-Jun-18	JULY 3 CONT	Sept 20th	Inv 5000111
1031	13-Jun-18	AUG 1 CONT	Sept 30th	Inv 5000116

Maneli PO	Maneli Inv	DESTINATION	SHIP MONTH	Orig ETD	Actual Date
1060	5000193	HERMANN	JAN SHIP	25-Jan	30-Jan
1065	5000202	US 1	JAN SHIP	12-Jan	3-Feb
1066	5000206	US 2	JAN SHIP	15-Jan	9-Feb
1071	5000214	US - BULK FD	JAN SHIP	30-Jan	20-Feb
1054	5000191	FD	JAN SHIP	30-Jan	26-Jan
1058	5000184	PAH AIR	JAN SHIP	15-Jan	22-Jan

Maneli PO	Maneli Inv	DESTINATION	SHIP MONTH	Orig ETD	Actual ETD
1061	5000226	HERMANN	FEB SHIP	25-Feb	4-Mar
1063	5000212	PAH	FEB SHIP	17-Feb	18-Feb
1060 LCL	5000213	HERMANN	LCL JAN	18-Feb	18-Feb
1067	5000219	US 1	FEB SHIP	12-Feb	23-Feb

15. As a result of multiple breaches of contract by Maneli, ROAM has suffered the damages in amount of \$42,645.17 in direct costs.

SECOND CLAIM

16. ROAM repeats and realleges the allegations contained in paragraphs 1 through 11 hereof, as if fully set forth herein at length.

17. On or about March 27, 2019, a shipment of pet supplies arrived in Antwerp, Belgium (the “German Shipment”), consigned to ROAM’s customer, Boomer Pet Treats, GmbH (“Boomer”).

18. ROAM paid Maneli 80% of the invoiced amount, in accordance with the 2019 Agreement (\$22,865), in advance of shipment.

19. Notwithstanding ROAM's compliance with the Agreement, Boomer has been unable to claim and pick up the shipment because Maneli has deliberately refused to supply the necessary documentation to release the products, despite ROAM's demand therefor.

20. On April 2, 2019, Boomer rejected the shipment and it is now sitting in port in Antwerp, Belgium and Boomer has threatened to cancel its future orders with ROAM..

21. Boomer and ROAM have a contract under which ROAM is to supply Boomer with more than \$1,000,000 of goods going forward. .

22. The German Shipment is incurring daily pier charges and will have to be destroyed causing ROAM to lose the \$22,865 already advanced to Maneli for the shipment, plus destruction and demurrage costs. ROAM has been and remains ready, able and willing to pay the balance of \$5,716.30 for the German Shipment upon receipt of the documents Maneli is wrongfully withholding, so that the shipment can be destroyed and the ongoing pier charges ended.

THIRD CLAIM

23. ROAM repeats and realleges paragraphs 1 through 11 hereof, as if fully set forth herein at length.

24. During the course of the parties' business relationship, ROAM requested and Maneli agreed to supply packaging services in South Africa.

25. The requested packaging required a machine that Maneli did not have and said it lacked the funds to purchase.

26. To again accommodate Maneli, ROAM loaned the funds necessary to acquire the packaging machine pursuant to an agreement dated October 21, 2017 (the “Packaging Machine Loan”). A copy of the Packaging Machine Loan is attached as Exhibit B, and is incorporated herein by reference.

27. Under the terms of the Packaging Machine Loan, payment by Maneli on the loan was due and payable on December 30, 2018. The loan has not been paid.

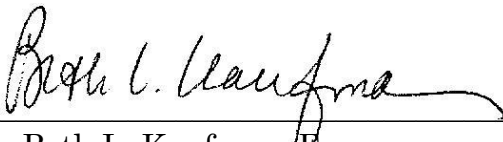
28. Maneli has breached its agreement to repay the Packaging Machine Loan in amount of 712,729.11 South African rands (ZAR). The equivalent in U.S. dollars as of the date of filing this Complaint is approximately \$50,481.00.

WHEREFORE, ROAM demands judgment against Maneli for damages, as follows:

1. In amount of not less than \$42,000 on the FIRST CLAIM;
2. In amount of not less than \$30,000 on the SECOND CLAIM;
3. In amount of not less than \$50,000 on the THIRD CLAIM; and
4. Granting ROAM such other and further relief against Maneli as may be just and proper, together with the costs and disbursements of this action.

Dated: New York, New York
April 9, 2019

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